SEP 3 0 2003

Attorney Docket No. 27476-510-CIP (11635-010001)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants:

Bradley et al.

Serial No.:

09/546,085 April 10, 2000

Filed: For: Chemically Modified Biological Molecules And Methods For Coupling

Biological Molecules To Solid Support

Commissioner for Patents

P. O. Box 1450

Alexandria, VA 22313-1450

REVOCATION BY ASSIGNEE AND NEW POWER OF ATTORNEY

Sir:

The undersigned, Baylor College of Medicine, the Assignee of the entire right, title, and interest in the above-identified patent application, Serial No. 09/546,085, filed April 10, 2000, which is assigned by an assignment recorded on July 15, 1998, at Reel/Frame: 9321/0312 hereby revokes any and all former powers of attorney with respect to that application heretofore granted, and appoints the below listed attorneys with full power of substitution and revocation to prosecute this application and to transact all business in the U.S. Patent and Trademark Office connected herewith:

Attorney or Agent	Registration No.	Attorney or Agent	Registration No.
Danielle T. Abramson	52,539	Sean L. Ingram	48,283
Kevin Ainsworth	39,586	David E. Johnson	41,874
Ingrid Beattie	42,306	Christina Karnakis	45,899
William Belanger	40,509	Jennifer Karnakis	53,097
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Naomi Biswas	38,384	Cynthia Kozakiewicz	42,764
	47,429	Alison Marcotte	51,998
Bradford C. Blaise	48,593	Scott D. Miller	43,803
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David F. Crosby	35,860	Jay Mitchell	P-54,316
Brett N. Domy	39,529	James J. Namiki	51,148
Ivor R. Elrifi	45,409	Carol H. Peters	45,010
Heidi A. Erlacher	51,673	Matthew Pavao	50,572
Flora Feng	33,171	Michael Renaud	44,299
Eugene Feher	•	Robert J. Sayre	42,124
James G. Gatto	32,694	C. Eric Schulman	43,350
Richard Gervase	46,725		48,223
Matthew J. Golden	35,161	Gregory J. Sieczkiewicz	40,177
Sonia K. Guterman	44,729	Eric Sinn	Limited Recognition
James Hall	48,7 30	Prakash Subbiah	-
Paul Hayes	28,307	Janine Susan	46,119
Brian P. Hopkins	42,669	Howard Susser	33,556
Shane Hunter	41,858	Rick A. Toering	43,195
A PARTY OF THE PAR	-	Nicholas P. Triano III	36,397

U.S.S.N.: 09/546,085

of Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., One Financial Center, Boston, Massachusetts 02111, Customer No. 30623, as Applicant's attorneys with full power of substitution and revocation to take any and all action necessary with regard to the above-identified application.

Please address all telephone calls to: Sonia K. Guterman, at telephone number: 617/542-6000. Please forward all correspondence to:

> Sonia K. Guterman, Esq. Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C. One Financial Center Boston, Massachusetts 02111 Customer No. 30623

Please charge any fee or any fee deficiency occasioned by this document to Deposit Account No. 50-0311 (Ref. No.:27476-510-CIP).

Respectfully submitted,

BAYLOR COLLEGE OF MEDICINE

Name: W. Dalton Tomlin Title: SV. VP + Concrat Coursel

Date: Sept. 19

U.S.S.N.: 09/546,085

Certification Under 37 C.F.R. §3,73(b)

BAYLOR COLLEGE OF MEDICINE, certifies that it is the assignee of the entire right, title and interest in the patent application identified above by virtue of assignments of the patent application identified above, a copy of which is attached.

The undersigned has reviewed all the documents in the chain of title of the patent application identified above and, to the best of the undersigned's knowledge and belief, title is in the assignee identified above.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of this application or any patent issued thereon.

Respectfully submitted,

Name:

Title:

BAYLOR COLLEGE OF MEDICINE

Date: 9-19 , 2003

TRA 1829249v1

ASSIGNMENT

WHEREAS, we, ALLAN BRADLEY, a citizen of United Kingdom, residing at 5127 Queensloch, Houston, Texas 77096, and WEI WEN CAI, a citizen of China, residing at 2250 Holly Hall #3103, Houston, Texas 77054, (herein called "Assignors") are the co-inventors of a certain new and useful invention entitled "CHEMICALLY MODIFIED NUCLEIC ACIDS AND METHODS FOR COUPLING NUCLEIC ACIDS TO SOLID SUPPORT" (herein called the "Invention"); and

WHEREAS, Assignors are Employees (herein called "College Personnel") of BAYLOR COLLEGE OF MEDICINE, a non-profit corporation duly organized and existing under and by virtue of the laws of the State of Texas, and having a principal place of business at Texas Medical Center, One Baylor Plaza, Houston, Texas 77030 (herein called "Assignee");

WHEREAS, Assignors represent that they are the sole and only inventors of the Invention and that the Invention was made, conceived and/or reduced to practice while Assignors were serving in their positions of College Personnel of Assignee;

WHEREAS, Assignee is desirous of acquiring and Assignors are desirous of assigning to Assignee all rights to said Invention under the terms and provisions of the policy on Inventions and Patents adopted by the Board of Trustees of Baylor College of Medicine ("Baylor's Patent Policy");

WHEREAS, this assignment is preparatory to a contemplated further licensing by Assignee of the Invention to a corporation or other entity for commercialization of the Invention;

WHEREAS, Assignors acknowledge that they are assigning their right as part of their obligations as College Personnel, their use of the facilities of Assignee to make the Invention and his/her desire to receive consideration under the Baylor Patent Policy;

NOW, THEREFORE, Assignors, for and in consideration of the benefits to be accorded including payments to be made to, or equity to be received by, Assignors under Baylor's Patent Policy and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby SELL, ASSIGN and CONVEY unto Assignee, under the terms and conditions of Baylor's Patent Policy all of Assignors' rights throughout the world in and to:

- 1. Said Invention;
- 2. United States of America patent application on said Invention filed concurrently;
- 3. All applications for patent or like protection on said Invention that have now been or may in the future be filed by Assignors or their legal representatives, whether in the United States of America or any other country or place anywhere in the world;
- 4. All patents and like protection that have now been or may in the future be granted on said Invention to Assignors or their legal representatives, whether in the United States of America or in any other country or place anywhere in the world;
- 5. All substitutions for and divisions, continuations, renewals, reissues, extension, and the like of said applications and patents and like grants, including without limitation, those obtained or permissible under past, present and future law or statutes;
- 6. All rights of action on account of past, present and future unauthorized use of said Invention and for infringement of said patents and like protection;
- 7. The right to Assignee to file in its name applications for patents and like protection for said Invention in any country or countries foreign to the United States; and
- 8. All international rights or priority associated with said Invention, applications, patents and like protection.

Assignors covenant that Assignors, their heirs, legal representatives, assigns, administrators, and executors will, at the expense of Assignee, its successors and assigns, execute all papers and perform such other acts as may be reasonably necessary to give Assignee, its successors and assigns, the full benefit of this Assignment.

This assignment of the Invention is intended to be part of an integrated plan to transfer by means of license or otherwise the Invention to a corporation or other entity for commercialization of the Invention pursuant to the terms of the Baylor Patent Policy. All payments made to, or equity received by, Assignors from any corporation or other entity commercializing the Invention shall be in exchange for Assignors' assignment of the Invention hereunder and pursuant to Assignors' rights under the Baylor Patent Policy.

The U.S. Commissioner of Patents and Trademarks is hereby requested to issue U.S. Letters Patent in accordance with this Assignment.

The Patent Offices throughout the world are requested to issue Letters Patent in accordance with this Assignment.

EXECUTED on the date	indicated below opposite our signatures.
DATE: JUNE 23rd 1998	Mark
DATE:	ALLAN BRADLEY
MANA COLUMN OF MEYAC	8
THE STATE OF TEXAS	§ § §
COUNTY OF HARRIS	•
This instrument was acknown	wledged by ALLAN BRADLEY, on the <u>5</u> day
of <u>June</u> , 1998.	RRIL WE'M
	Notary Public in and for
My Commission Expires:	the State of Texas
My Commission Expires:	A) FOFTERS OF TELES
7/26/98	the State of Texas
1//1000	11/1/2000
DATE: 6/25/1998	WEI WEN CAI
	VI DI VI DI VI
THE STATE OF TEXAS	§ § §
COUNTY OF HARRIS	§
This instrument was acknowledge	owledged by WEI WEN CAI, on the 25_day of
<u>June</u> , 1998.	
	Notary Public in and for
	the State of Texas
My Commission Expires:	
	WHERE L. WALL
1/20/98	— WOTARY PLOT TO
	ARY PIGE FIELDS
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